



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Marcha Powell
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Roanoke VA 24018
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(540) 772-2074 (FAX)

INVITATION FOR BID

IFB CP #0743

for

EXHIBIT FABRICATION AND INSTALLATION SERVICES FOR THE BLUE RIDGE PARKWAY VISITOR CENTER AT VIRGINIA'S EXPLORE PARK

One (1) Original, Five (5) complete copies, and (1) electronic copy (preferred) of Sealed
Bids Due

January 16, 2007

3:00 P M
(Local Prevailing Time)

Pre-bid Conference

A Pre-Bid Conference will be held on December 20, 2006 at 1:00 PM at the Blue Ridge Parkway Visitor Center at Virginia's Explore Park, Milepost 115 of the Blue Ridge Parkway, Roanoke, Virginia for clarification of any questions on the specifications. **Due to the changing weather conditions on the Parkway we ask that you pre register if you plan to attend by calling 540/427-1800 Ext. 322 or by E-mail at dpitts@explorepark.org.** Inclement weather conditions could necessitate a location change for this Pre-Bid Conference.

**Invitation to Bid CP #0743
EXHIBIT FABRICATION AND INSTALLATION SERVICES FOR
THE BLUE RIDGE PARKWAY VISITOR CENTER
AT VIRGINIA'S EXPLORE PARK**

December 10, 2006

The County of Roanoke, Virginia, for the Virginia's Explore Park, is requesting sealed bids from a licensed, professional contractor to perform exhibit fabrication and installation services for the Blue Ridge Parkway visitor center at the Virginia's Explore Park. The attached specifications are submitted for your consideration.

Note: A Pre-Bid Conference will be held on December 20, 2006 at 1:00 AM at the Blue Ridge Parkway Visitor Center at Virginia's Explore Park, Milepost 115 of the Blue Ridge Parkway, Roanoke, Virginia for clarification of any questions on the specifications. **Due to the ever changing weather conditions on the Parkway we ask that you pre register if you plan to attend by calling 540/427-1800 Ext. 322 or by E-mail at dpitts@explorepark.org. Inclement weather conditions could necessitate a location change for this Pre-Bid Conference.**

One (1) Original (not permanently bound), (5) complete copies and (1) electronic copy on CD/DVD (preferred) of the sealed bid will be received at and **until 3:00 P.M. (local prevailing time) on January 16, 2007 in the office of Purchasing, 5204 Bernard Drive SW, Suite 300-F, Roanoke, Virginia 24018-0798.** It is the responsibility of the responder to insure that their response is clocked in at the Purchasing Office by the above date and time. Any responses received after the above date and time will be returned to the offeror unopened.

Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. Be sure bid container is completely and properly identified. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. **The face of the container shall also indicate the bidder's Virginia Board of Contractor's license number.** You must also complete and sign the BID form.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible offeror, and reserves the right to waive informalities and irregularities and to accept or reject any or all bids. Roanoke County reserves the right to split the award.

Bid documents may be picked up at the Roanoke County Purchasing Office. (Location listed above). No deposit will be required for a CD of the plans. If you want a copy paper plans a \$50.00 deposit will be required. Only one complete set of plans will be available per bidder. Bid documents may be picked up at the Roanoke County Purchasing Office. (Location listed above). Only bids from qualified and experienced contractors will be considered. Experienced contractors will be those that have completed similar projects.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact the Roanoke County Purchasing Division (540) 772-2061 ext. 308. We require that you provide at least 48 hours notice so that reasonable efforts may be made to provide the proper assistance.

Marcha Powell, Purchasing

INVITATION FOR BID
IFB CP #0743

EXHIBIT FABRICATION AND INSTALLATION SERVICES FOR
THE BLUE RIDGE PARKWAY VISITOR CENTER
AT VIRGINIA'S EXPLORE PARK

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IFB CP# 0743
EXHIBIT FABRICATION AND INSTALLATION SERVICES FOR
THE BLUE RIDGE PARKWAY VISITOR CENTER
AT VIRGINIA'S EXPLORE PARK

1.0 PURPOSE

The intent of this Invitation for Bid and resulting contract is to obtain fixed price Bids from experienced firms/consultants to fabricate and install an interactive exhibit and execute architectural modifications, in conjunction with the exhibit design, at the Blue Ridge Parkway Visitor Center at Virginia's Explore Park. A digital copy of the fabrication bid package will be mailed upon request, may be downloaded at www.roanokecountyva.gov or may be picked up at County of Roanoke Finance Department, Purchasing Division, 5204 Bernard Drive, SW, Suite 300-F, Roanoke, VA. 24018

The exhibit design and fabrication and engineering specifications have been produced by a professional firm and are ready for fabrication. Virginia's Explore Park will provide a digital copy of the images, graphics layout, text, and architectural blueprints to the approved fabricator. The final design package includes audiotapes, digital images, original images, dwg files, text in MS Word, artifacts for mounting, and construction blueprints. The fabricator will only be required to make minor corrections or adjustments to the final design package.

Bids shall include a price for the entire project and a cost per item, as indicated on the official Bid form. "Due to budget constraints, Virginia's Explore Park reserves the right to not fabricate/install individual items for the project if necessary. Owner will advise Contractor in advance of the Contractor ordering materials as to the items that are not to be used."

Funding for this project is through the Transportation Enhancement Act Grant Program, Project Number EN00-080-119, C502, (UPC82157) administered by the Virginia Department of Transportation (VDOT). The Commonwealth Transportation Board must approve the award of this contract. Because of the VDOT review requirements, vendors must allow 6-8 weeks before an award of the contract. Prices provided must be honored until the contract can be awarded.

2.0 BACKGROUND INFORMATION

The Blue Ridge Parkway Visitor Center's mission is to orient and welcome visitors to the Roanoke Region, the largest metropolitan area on the Blue Ridge Parkway, and to provide a central educational and interpretive facility about the Blue Ridge Parkway, the National Park System, Virginia's Explore Park, and the Roanoke Region.

The visitor center is a 10,000 square foot building, located in the hospitality plaza of Virginia's Explore Park. This facility operates through a unique partnership between Virginia's Explore Park, the County of Roanoke and the National Park Service. The center is owned by Virginia's Explore Park, funded by the County of Roanoke, and is an official visitor center of the National Park Service. Explore park serves over 66,000 visitors annually.

The center includes two exhibit galleries, a visitor information area, a theater with film presentations on the Blue Ridge Parkway and Explore Park, a gift shop, restrooms, and snack and beverage vending. The center is open 7 days a week from 9:00 am until 5:00 pm April through October. It is also used year round for special events, programs, and rentals.

The educational exhibits will focus on two specific areas. Gallery #1, 1080 square feet, houses the Blue Ridge Parkway Exhibit. This exhibit will introduce visitors to the Blue Ridge Parkway, the first

rural and longest (469 miles) parkway in the United States. The exhibit will define the Blue Ridge Parkway and how it differs from other roads. It will present the history of the parkway and how it was developed. It will provide visitors with information on the impact of the parkway, both in preservation of natural resources and habitat and its economic and recreational significance to the communities that it passes through. The visitor will be able to view exhibits featuring the modern parkway system, its recreational features, natural beauty, and the management challenges of preserving those features.

Gallery #2, 2,864 square feet, houses the Roanoke Region Exhibit. This exhibit is centered on a unified theme of regional transportation. The exhibit, "Pathways to Railways", emphasizes the region's significance as a transportation hub and how the roads, rails, and river attracted early settlers, including the American Indian and Europeans, to the area. It will also highlight the region's natural history, cultural heritage, growth, and visitor attractions through the "The Roanoke Region Today" exhibit.

Working from the fabrication bid package, the successful bidder will fabricate and install an interactive exhibit based on the previous description.

3.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. The Purchasing Agent must receive such notification not later than fifteen (15) days prior to the date set for acceptance of bids.

4.0 SCOPE OF WORK

All bids must be made on the basis of and either meet or exceed the requirements contained in the scope of services. All offerors and their subcontractors must be able to provide professional exhibit fabrication and other specialty engineering services to build and install the exhibits; produce graphics; and execute architectural modifications as required for the Blue Ridge Parkway Visitor Center located at Virginia's Explore Park, Roanoke, Virginia. Bids should address the requirements included in the specific task areas and include samples of comparable work completed. All fabrication and installation must be finalized and approved by the County and Virginia's Explore Park prior to June 29, 2007. Offerors should include a project specific work plan and schedule.

It is the intent of the County of Roanoke to contract with a licensed and professional general contractor for this project. The intent of this Invitation to Bid and resulting contract is to obtain fixed prices from experienced firms/contractors to fabricate and install an interactive exhibit and execute architectural modifications, in conjunction with the exhibit design, at the Blue Ridge Parkway Visitor Center at Virginia's Explore Park. A digital copy of the fabrication bid package will be mailed upon request, may be downloaded at www.roanokecountyva.gov or may be picked up at County of Roanoke Finance Department, Purchasing Division, 5204 Bernard Drive, SW, Suite 300-F, Roanoke, VA. 24018

The exhibit design and fabrication and engineering specifications have been produced by a professional firm and are ready for fabrication. Virginia's Explore Park will provide a digital copy of the images, graphics layout, text, and architectural blueprints to the approved fabricator. The final design package includes audiotapes, digital images, original images, dwg files, text in MS Word, artifacts for mounting, and construction blueprints. The fabricator will only be required to make minor corrections or adjustments to the final design package.

Bids shall include a price for the entire project and a cost per item, as indicated on the official bid form. Budget constraints, Virginia's Explore Park reserves not to construct certain items on the project.

Funding for this project is through the Transportation Enhancement Act Grant Program, Project Number EN00-080-119, C501, administered by the Virginia Department of Transportation (VDOT). The Commonwealth Transportation Board must approve the award of this contract. Because of the VDOT review requirements, vendors must allow 6-8 weeks before an award of the contract. Prices provided must be honored until the contract can be awarded.

In addition, this bid is subject to the current Davis Bacon Wage for this area. Those rates can be obtained by going to this web site. Rates -- <http://www.virginiadot.org/business/const/wage-rates.asp>.

Specific Tasks

- 4.1 The contractor shall furnish all labor, materials and equipment required to perform the work indicated and specified by contract documents, technical specifications and drawings. The work under this contract includes the fabrication and installation of new exhibits that have been designed by others. Work also includes fabrication of exhibit components, artifact mounting, graphic production, and custom furniture. Exhibit components include but are not limited to:
 - a. Artifact cases, text rail cases, and mounts.
 - b. Specialty themed environments, audio/sound interactives, and mechanical interactives.
 - c. Graphics panels and mounting of the panels, including but not limited to specialty graphics, maps, photomurals, and text rails.
 - d. Interactives must survive use and abuse by visitors without failure and without danger to visitors.
 - e. The exhibit requires the construction or purchase of a small-scale model of a conestoga wagon and a river bateau boat for display in vitrines. If necessary Virginia's Explore Park will provide the fabricator with names of local craftsman, available as subcontractors, skilled in model making.
- 4.2 Fabrication shall be to museum quality with particular attention paid to high quality fit and finish, and ease of maintenance. Exhibit design, fabrication and installation shall be of museum-quality. For the purpose of this contract, "museum quality" shall be defined to be in accordance with the National Park Service Standard Exhibit Fabrication Specifications, dated June 2001, certification requirements and with defects not discernible to the human eye.
- 4.3 Project management: Schedule, coordinate, oversee and manage work produced under this contract. Conduct meetings with Virginia's Explore Park staff on a regular basis, to be indicated in project schedule. A critical path schedule shall be prepared by the Contractor and submitted in reproducible form. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved Schedule. Indicate critical anticipated dates for work by others which impacts exhibit fabrication.

- 4.4 Prepare and submit for review final shop drawings detailing fabrication and installation. Shop drawings are required for each typical component type and include: specially-prepared technical data for this project, drawings, diagrams, schedules, templates, patterns, instructions, measurements, and similar information not in standard print form.
- a. Re-submittal is required until drawings are compliant with specifications and design indicated in Design Package.
 - b. Do not begin production until Approved or Approved-as-Noted shop drawings are returned.
 - c. Final submittal requires one reproducible print showing final “action” markings and applicable notes. Contractor shall retain one copy in undisturbed condition for use in maintenance manual and other closeout documents.
- 4.5 Exhibit structures: fabricate all exhibit elements, including, but not limited to: cabinetry, panels, platforms, vitrines, or other elements which constitute the basic structural elements of the exhibits. All exhibits must be easily serviced/repairable by established contractors. Exhibit construction shall allow Virginia’s Explore Park maintenance staff to make repairs when possible. Component parts of each exhibit shall be easily replaceable, rather than having to replace the entire exhibit.
- 4.6 Electrical and mechanical: purchase, fabricate, assemble, and install into exhibit structures, and thoroughly test all electrical and mechanical devices, and lighting.
- a. Work must be coordinated with existing utility connections and result in fully functional electrical and mechanical systems.
 - b. Housing shall be so constructed that all electrical components are easily accessible and replaceable without removing fixtures from their mountings, or disassembly of adjacent construction.
 - c. All lamp sockets and fixtures shall be suitable for the indicated lamps and shall be set so those lamps are in the optically correct relation to all lighting components.
 - d. Before contractor suggests an alternate manufacturer/fixture for any specified electric component, the intended equipment must be proven to conform to the standards of quality, design, and performance as established by the previously specified unit.
- 4.7 Graphics: review and prepare all Museum-furnished material; typesetting, proofreading, adjustments to graphic layouts, production of film positives for screen printing, and conversion of digital files for specified imaging system output.
- 4.8 Graphic production: includes, but is not limited to, screen printing, digital images, vinyl graphics, and cutout graphic images of letters. All museum-furnished materials shall be returned to Virginia’s Explore Park unaltered and undamaged. Protection from loss and physical damage shall be the responsibility of the Contractor at all times during construction and installation until acceptance of the project by Virginia’s Explore Park.
- 4.9 Architectural modifications: execute modifications including, but not limited to, construction of the storefront pod, construction of the map table, vitrines, graphic panel walls, and animal print casts. An optional item may be included that requires the fabrication of a three-dimensional faux rock treatment of the entrance to the exhibit galleries.
- 4.10 Submit control samples as specified in bid package. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work. Samples

may be both complete units and smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.

- 4.11 Mockups or prototypes are required for interactives with moving parts. Each interactive shall be tested thoroughly before installation. Work cannot proceed without acceptance by Virginia's Explore Park. Ensure the interactive is capable of achieving the end result intended by Virginia's Explore Park.
- 4.12 Set up and Installation: setup and install on-site all exhibit elements and materials. Coordinate artifact installation with Virginia's Explore Park.
- 4.13 Training on operation, maintenance and upkeep of the installed components shall be included in the project scope. Training shall be provided to museum manager, curator and maintenance staff. The bid package shall indicate specific area of training, number of hours for each area, and hourly costs for comparative purposes.
- 4.14 Project closeout: preparation of all closeout components including, but not limited to, maintenance manual and closeout package. Project documentation shall be in accordance with Virginia's Explore Park standards, which will be provided upon request. Product data are to be provided to Virginia's Explore Park in the form of an Operations and Maintenance Manual at the completion of the project. Product data includes: standard printed information on materials, products and systems, not specially prepared for the Project. Product data may include information indicating the range of standard products for selection to be used in the finished work.
- 4.15 Warranties for installed components shall be provided as follows: utilities shall be warranted for two years from the date of project acceptance by Virginia's Explore Park. Exhibit components shall be warranted for one year.

5.0 EVAULATION ON BIDS

Contract award will be made to the lowest responsive and responsible bidder on the base bid cost.

- 1. Cost
- 2. Ability, capacity and skill of the bidder to perform the contract.
- 3. Whether bidder can perform contract promptly, without delay or interference and ability to work weekends and nights.
- 4. Quality and availability of equipment.
- 5. Sufficiency of financial resources and ability of bidder to perform the contract.
- 6. References

All specifications and drawings are attached for your review.

6.0 INSTRUCTIONS TO BIDDERS

I. GENERAL

- 1. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

2. Any item that is shown on the plans but not mentioned in the specifications, or mentioned in the specifications but not shown on the plans, shall be considered as being both shown on the plans and mentioned in the specifications.
3. The entire work provided for in the specifications and shown on the plans is to be accomplished even though every item and minor detail for the proper installation and successful operation of the entire work is not mentioned in the specifications or shown on the plans.
4. The cost of any item whatsoever not listed in the Bid Form, yet, which is mentioned in the specifications or shown on the plans, shall be considered to be included in the cost of some other item of Bid in the Bid Form.
5. "Contract Documents" shall include the Invitation to Bid, the Instructions to Bidders, the Bid Form, the Contract Forms, the Bonds, the Special Forms, the General and Special Conditions, the Technical Specifications, any Addenda or Change Orders, any Detailed Drawings and the Construction Plans.
6. Should there be any questions concerning the Contract Documents, the prospective Bidder shall bring the same to the attention of the Owner in writing. Should the prospective Bidder fail to do so before submitting a bid, the Bidder shall accept the resolution of any question provided by the Owner.
7. Any permits obtained by the Owner shall be made part of and attached to the Contract Documents.
8. The Contractor is responsible for compliance with all Federal, State, and local laws, ordinances, and licenses required for this project.

II. QUALIFICATIONS OF BIDDERS

1. The County of Roanoke may conduct an investigation, as it deems necessary, to determine the ability of the Bidder to perform the work in accordance with the time schedule included in the Contract Documents, and, if such an investigation is performed, the Bidder shall furnish the County all information and data requested by the County. The County reserves the right to reject any bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the Contract Documents and to complete the work contemplated therein in accordance with established completion schedule.
2. Bidders shall, when requested by the County, be prepared to furnish, in writing, the following information within three (3) working days after receipt of such request.
 - a. The permanent business address of the Bidder.
 - b. Whether the Bidder has plant and equipment adequate to perform the work properly and expeditiously, and if so, a list of the plant and equipment available for this work.

- c. Whether the Bidder has appropriate technical experience, and if so, a description of the projects which Bidder has carried out, together with the names and addresses of the engineers in charge of the work.
- d. A financial statement, under oath, showing the assets, obligations and net worth of the Bidder, and the name of banking connections, said statement to be current to the month within which the bid was submitted.

III. INTERPRETATION OF CONTRACT DOCUMENTS

- 1. All questions concerning the meaning or intent of the Contract Documents shall be submitted in writing to the County in care of the Purchasing Manager. Replies will be issued by addenda mailed or delivered to all parties recorded by the Purchasing Manager as having received the Contract Documents. Questions received less than 5 days prior to the date for opening of the Bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

IV. ADDENDA

- 1. Addenda will be mailed or delivered to all who are known by the Office of Purchasing to have received a complete set of Contract Documents.

V. PREPARATION OF BIDS

- 1. Each Bidder is urged to examine carefully the Contract Documents for the work. The County of Roanoke will assume that the Bidder has considered the character, quality, and quantities of work to be performed, the materials to be furnished and the requirements of the Contract Documents. The submission of a Bid shall be considered evidence that the Bidder has made such examination.
- 2. Bids must be submitted upon the blank Bid Form provided in the Contract Documents. Except as may be otherwise noted, the blank spaces in the Bid Form must be filled in and no changes shall be made in the phraseology of the Bid Form.
- 3. A Bid Form that contains any omissions, erasures, alterations, items not called for or irregularities of any kind, at the discretion of Roanoke County, may be rejected as informal.
- 4. The Bid Form shall specify the Base Bid, written with ink or typed in both words and figures, for which the work will be performed according to the Contract Documents. In the event of discrepancy between the two expressed Base Bids, the word amount shall govern. Any unit prices for separate items or any Alternates as called for in the Bid Form shall be written with ink or typed in figures in the appropriate blanks.
- 5. Each Bidder shall comply with all applicable Roanoke County Ordinances and State of Virginia Laws. Each Bidder is required, under Chapter 7 of the Virginia Code of 1950, as amended, to show evidence of a Certificate of Registration before a Bid can be received and considered. Each Bidder will place Bidder's State Registration Number in the appropriate blank on the Bid Form.

VI. SUBMISSION OF BIDS

1. The Bid Form, the Bid Security, and any other Document required to be submitted as the Bid shall be enclosed in a sealed opaque envelope and addressed as follows:

County of Roanoke
c/o Marcha Powell
5204 Bernard Drive SW Suite 300 F
Roanoke VA 24018-0798

Place in the lower left-hand corner of the envelope the project title as indicated at the top of the Invitation to Bid. Place in the upper left-hand corner of the envelope the Bidder's name, State Registration Number and mailing address.

2. The Bidder is responsible for the timely delivery at the location designated for receipt of Bids.
3. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid. Bids received after that time and date will be returned unopened.
4. Each Bid must be accompanied by a Bid Security in an amount equal to five percent (5%) of the Base Bid. The Bid Security shall be in the form of Cash, Letter of Credit issued by a Banking Institution, Certified Check or Bid Bond payable to the County of Roanoke. The Bid Bonds shall be duly executed by the Bidder as Principal and a Corporate Surety authorized to do business in the State of Virginia.

VII. WITHDRAWAL OF BIDS

1. Bids may be withdrawn at any time prior to the time and date of the Opening of Bids.
2. After the opening of the Bids, Bidders may only withdraw Bids that were substantially lower than other Bids because of clerical error. The Bidder must give to the County of Roanoke notice in writing of Bidder's request to withdraw the Bid within two (2) business days after the conclusion of the Opening of Bids.

VIII. OPENING OF BIDS

1. No responsibility will be attached to the County of Roanoke for the premature opening of Bids not properly addressed and identified, as stipulated in Paragraph VI.1.
2. Bids will be opened and read aloud at the time, date and place stipulated in the Invitation to Bid and the contents made public for the information of the Bidders and other interested persons.

IX. REJECTION OF BIDS

1. The County of Roanoke reserves the right to waive any informality in the Bids and to reject any or all Bids, should it be deemed in the best interest of the County of Roanoke.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Contract shall cause the rejection of all Bids in which that Bidder is interested.

3. The Bid security will be promptly returned to all Bidders of rejected bids after the County of Roanoke and the Accepted Bidder have executed the Contract.
4. Should no award or written "Notice of Bid Acceptance" have been made by the County of Roanoke ninety (90) consecutive calendar days after the Opening of Bids, the Bidder may obtain the Bid Security from the Office of Purchasing.

X. ACCEPTANCE OF BIDS

1. The County of Roanoke reserves the right to accept alternates in any order or combination.
2. Within sixty (60) consecutive calendar days after the Bid Opening date, the County of Roanoke may give written "Notice of Bid Acceptance." The successful Bidder shall be required to execute the Contract and furnish the County of Roanoke a Performance Bond and a Labor and Material Payment Bond each in the amount of One Hundred percent (100%) of the Contract amount, all of which shall be completed on blank forms provided in the Contract Documents, with a surety on each Bond provided by a Security Company authorized to transact business in the State of Virginia. Attorneys-in-fact who execute Contract Bonds must file with each bond a certified copy of their Power of Attorney dated the same date as the Bonds are executed. (See Part II, Section 22 & 29)
3. Within ten (10) consecutive calendar days from the receipt of written notice from the Roanoke County Purchasing Office, the successful Bidder shall execute the Contract with and furnish to the County of Roanoke the required bonds.
4. Upon the execution of the Contract and approval of the Bonds, the Bid Security shall be returned to the successful Bidder. Should the successful Bidder fail or refuse to execute the Contract or furnish the required Bonds within the stipulated time, the Bid Security shall be forfeited to the County of Roanoke as liquidated damages.
5. Work shall commence only upon the receipt of a written "Notice to Proceed" from the owner. The consecutive calendar days for completion shall start from the date stipulated in the written "Notice to Proceed."
6. The Contractor shall be required to furnish a schedule for the timely completion of the project prior to beginning work and from time to time during construction submit on the same schedule the actual work completed.
7. The Low Bidder will be determined by the lowest responsible and responsive bid for the Base Bid Items.

7.0 CONTRACT GENERAL TERMS AND CONDITIONS

P A R T II - GENERAL & SUPPLEMENTAL GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Right-of-Ways
29. Guaranty
30. Taxes
31. Clean Up on Completion of Project
32. Work Hours
33. Project Identification Signboard
34. Supplemental Conditions
35. Nondiscrimination Provisions
36. Davis Bacon Wage Rates

GENERAL CONDITIONS

1. DEFINITIONS

- 1.1 Wherever used in the **CONTRACT DOCUMENTS**, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the **CONTRACT DOCUMENTS**, **DRAWINGS**, and **SPECIFICATIONS**, by additions, clarifications or corrections.
- 1.3 **BID** - The offer or proposal of the **BIDDER** submitted on the prescribed form setting forth the prices for the **WORK** to be performed.
- 1.4 **BIDDER** - Any person, firm, or corporation submitting a **BID** for the **WORK**.
- 1.5 **BONDS** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the **CONTRACTOR** and his surety in accordance with the **CONTRACT DOCUMENTS**.
- 1.6 **CHANGE ORDER** - A written order to the **CONTRACTOR** authorizing an addition, deletion, or revision in the **WORK** within the general scope of the **CONTRACT DOCUMENTS**, or authorizing an adjustment in the **CONTRACT PRICE** or **CONTRACT TIME**.
- 1.7 **CONTRACT DOCUMENTS** - The contract, including Advertisement for Bids, Information for Bidders, General Conditions, Supplemental General Conditions, **BID**, Technical Specifications and Special Conditions, Bid Bond, Agreement, Payment Bond, Performance Bond, **NOTICE OF AWARD**, **NOTICE TO PROCEED**, **CHANGE ORDER**, **DRAWINGS**, **SPECIFICATIONS**, and **ADDENDA**.
- 1.8 **CONTRACT PRICE** - The total monies payable to the **CONTRACTOR** under the terms and conditions of the **CONTRACT DOCUMENTS**.
- 1.9 **CONTRACT TIME** - The number of calendar days stated in the **CONTRACT DOCUMENTS** for the completion of the **WORK**.
- 1.10 **CONTRACTOR** - The persons, firm, or corporation with whom the **OWNER** has executed the Agreement.
- 1.11 **DRAWINGS** - The part of the **CONTRACT DOCUMENTS**, which show the characteristics and scope of the **WORK** to be performed and which have been prepared or approved by the **ENGINEER**.
- 1.12 **ENGINEER** - The Roanoke County Utility Engineer or person, firm, or corporation designated by the **OWNER** to supervise the **WORK** and/or administer the **CONTRACT DOCUMENTS**.
- 1.13 **FIELD ORDER** - A written order effecting a change in the **WORK** not involving an adjustment in the **CONTRACT PRICE** or an extension of the **CONTRACT TIME**, issued by the **ENGINEER** to the **CONTRACTOR** during construction.
- 1.14 **FINAL ACCEPTANCE** - The date as certified by the **ENGINEER** that the **WORK** has been completed in accordance with the **CONTRACT DOCUMENTS** and that final payment can be made.
- 1.15 **NOTICE OF AWARD** - The written notice of the acceptance of the **BID** from the **OWNER** to the successful **BIDDER**.

- 1.16 **NOTICE TO PROCEED** - Written communication issued by the OWNER or authorized agent to the CONTRACTOR authorizing the Contractor to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.17 **OWNER** - The Board of County Supervisors for Roanoke County, Virginia, or their authorized agent.
- 1.18 **PROJECT** - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 **RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of the OWNER who is assigned to the project site or any part thereof.
- 1.20 **SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules, and other data, which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.21 **SPECIFICATIONS** - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.22 **SUBCONTRACTOR** - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 **SUBSTANTIAL COMPLETION** - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.24 **SUPPLEMENTAL GENERAL CONDITIONS** - Modifications to General Conditions required for the PROJECT, or such requirements that may be imposed by applicable state laws, or required to clarify or amplify the General Conditions.
- 1.25 **SUPPLIER** - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 **WORK** - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.27 **WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Project.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedule, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to beginning work the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry out the WORK, including dates at which the CONTRACTOR will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments anticipated to be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates from the requirement of the CONTRACT DOCUMENTS, shall be evidenced by a CHANGE ORDER. SHOP DRAWINGS, catalog cuts, samples, schedules, etc. shall be submitted for all materials and equipment. On initial submittals, three copies of each item shall be required. Once the review is complete and all corrections made, five copies of the final SHOP DRAWINGS shall be submitted for approval and distribution to all parties.
- 5.2 When submitted for the ENGINEER'S REVIEW, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the

SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES, AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection. All equipment, including but not limited to motors, drives, gear reducers, electrical switch gear, heating, ventilation and air conditioning equipment, communication and instrumentation shall be stored in a secure, heated, ventilated and dry space. Storage must be approved by the ENGINEER. The ENGINEER'S approval of the storage plan shall not release the CONTRACTOR from responsibility for the equipment. Equipment that is not suitably stored shall not be paid for until storage requirements are met. The CONTRACTOR shall be required to comply with the manufacturers' requirements concerning lubrication, oil changes, and other special conditions during the storage period and until the equipment is installed, start-up of the equipment is instituted, and the equipment is finally accepted or determined as substantially completed.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 Materials, supplies, or equipment to be included into the WORK shall be new and unused.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS. The CONTRACTOR shall notify the OWNER of the work schedule planned in order that adequate inspection can be made. No work may be performed in any day on which it was not scheduled. A minimum of 12 hours notice of change in work schedule must be given to OWNER by CONTRACTOR. If

CONTRACTOR does not work on a scheduled day, the CONTRACTOR will be charged the cost incurred by the OWNER for the lost work of the inspector.

- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and other owner representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that the first brand name listed in the SPECIFICATIONS is that around which the DRAWINGS have been prepared. Should the second or another brand name be utilized in preparing the BID, CONTRACTOR shall be responsible for assuring that the costs of all changes, including costs of changes to the CONTRACT DOCUMENTS, required by such use are also included in the BID. CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue cut. If a piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. CONTRACTOR warrants that if substitutes are

approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. The CONTRACTOR shall defend all suits or claims for infringement of patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.
- 10.2 CONTRACTOR shall carefully preserve benchmarks, reference points, and stakes; and, in case of willful or careless destruction, CONTRACTOR shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the Contractor unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will protect the persons who may be affected thereby, protect all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and protect other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused,

directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either or them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The CONTRACTOR will supervise and direct the WORK. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- 14.1.1 Unit prices previously approved. Under this method, it is understood that addition to or deletion of quantities of WORK in excess of 25 percent may be cause for review of the agreed unit price.

- 14.1.2 An agreed lump sum. For the negotiation of the agreed lump sum amount, the CONTRACTOR shall furnish the ENGINEER a breakdown of all labor, materials, supplies, and equipment utilizing the costing principles described under 14.1.3.
- 14.1.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the WORK. In addition, there shall be added an amount to be agreed upon but not to exceed 15 percent of the actual cost of the WORK to cover the cost of general overhead and profit. To amplify the items described under 14.1.3, labor shall include the crew foreman but not other supervisory personnel, labor costs shall include taxes, insurance, and actual fringe benefits paid; and, rental rates for equipment owned by the CONTRACTOR shall not exceed 75 percent of Associated Equipment Distributors book rental monthly rates. To costs incurred by SUBCONTRACTORS for changes in the WORK, there shall be an added amount not to exceed 10 percent of the subcontract to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within thirty days. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount of \$200.00 per day for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
 - 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.
 - 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
 - 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether

incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the OWNER by WRITTEN NOTICE of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.1.2 Unknown physical conditions at the site, of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if the OWNER finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent; or if the CONTRACTOR makes a general assignment for the benefit of CONTRACTOR'S creditors; or if a trustee or receiver is appointed for the CONTRACTOR or for any of the CONTRACTOR'S property; or if the CONTRACTOR'S files a petition to take advantage of any debtor's act; or to reorganize under the bankruptcy or applicable laws; or if the CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; or if the CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment; or if the CONTRACTOR disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK; or if the CONTRACTOR disregards the authority of the ENGINEER; or if the CONTRACTOR otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the

CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER; or under any order of court or other public authority; or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted; or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be

accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2 The amount of retainage with respect to payments will be as stipulated in the Agreement. Reduction or limitation of retainage, if any, shall be as follows:

- a. 50% of Project..... 5%
- b. 51% - 80% of Project.....3%
- c. 81% - 100% of Project 2%

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or SUBSTANTIALLY COMPLETED portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE BOND and PAYMENT BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

21.1.3 Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.4 Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

21.1.5 Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

21.2 Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000

for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and the SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.3.3 The CONTRACTOR shall acquire and maintain such special insurance coverage as required by the railroad crossing license/permit

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, flood, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Virginia and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in Virginia or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

The Performance Bond shall remain in full force and effect through the guarantee period.

23. ASSIGNMENTS

- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of their right, title, or interest therein, or their obligations there under, without written consent of the other party.

24. INDEMNIFICATION

- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER or ENGINEER'S employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the CONTRACTOR'S WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the PROJECT, or OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the CONTRACTOR is performing the additional WORK), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the CONTRACTOR'S WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves the

CONTRACTOR in additional expense or entitles the CONTRACTOR to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim therefore as provided in Sections 13 and 14.

26. SUBCONTRACTING

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty CONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of 50 percent of the CONTRACT PRICE, without prior written approval of the OWNER. For purposes of this paragraph, purchase of materials and equipment by the CONTRACTOR with their installation by SUBCONTRACTORS shall not be considered part of the CONTRACTOR'S WORK.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of any SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. The ENGINEER shall decide questions, which may arise as to quality and acceptability of materials furnished and WORK performed. The ENGINEER shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply at the ENGINEER'S discretion.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHT-OF-WAYS

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and right-of-ways necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and right-of-ways acquired.

28.3 The CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of FINAL ACCEPTANCE. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. **The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.**

30. TAXES

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

31. CLEAN UPON COMPLETION OF PROJECT

31.1 On completion of the WORK covered by any of the sections of this PROJECT, the CONTRACTOR for said section shall clean up the entire premises occupied by his operations, and this area shall be left neat and clean of trash, debris, piles of earth, waste materials or equipment. All surplus materials and equipment, trash, debris, and other foreign matter shall be disposed of by the contractor. Any used materials removed during the demolition may be reused by the Virginia Explore Park at their discretion. The entire project or sections thereof shall be made ready for the OWNER'S use, and the CONTRACTOR shall assist as may be necessary in placing any equipment furnished under the contract in proper operating condition.

32. WORK HOURS

32.1 It is understood that the CONTRACTOR will work a 40-hour week, Monday through Friday. If the CONTRACTOR wishes to perform work outside the regular hours, or on Saturdays or holidays, he shall request permission of the ENGINEER in order that arrangements may be made for proper inspection of the WORK. The CONTRACTOR shall make a reasonable effort to avoid undue noise during WORK outside the regular hours. The ENGINEER may refuse permission to WORK outside the regular hours for just cause.

33. PROJECT IDENTIFICATION SIGNBOARD

Not required for this project.

34. SUPPLEMENTAL CONDITIONS

34.1 The following additions to, substitutions for, or explanation of the GENERAL CONDITIONS, if any, shall be included as part of these CONTRACT DOCUMENTS. The number utilized refers to those contained in the GENERAL CONDITIONS.

35. NONDISCRIMINATION PROVISIONS

35.1 The successful Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

35.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provision of the foregoing paragraph in every subcontract or purchase order over ten thousand dollars (\$10,000.00) so that the provisions will be binding

36. DAVIS BACON WAGE RATES

General Decision VA030030 06/13/03 VA30
General Decision Number VA030030

Superseded General Decision No. VA020030

Construction Type:
Building

County (ies) :
Botetourt
Roanoke
Roanoke *
Salem*
* Independent Cities

Building Construction Projects (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003

County (ies):
Botetourt
Roanoke
Roanoke *
Salem*

SUVA1102A 01/21/2000

	<u>Rates</u>	<u>Fringes</u>
Acoustical Ceiling Mechanics	10.82	.65
Bricklayers	17.01	
Carpenters	11.40	94
(Excluding Acoustical Ceiling, Drywall Hanging, Metal Stud Framing and Batt Insulation)		
Drywall Hangers	11.45	.71
Drywall Finishers	11.94	.61
Electricians	10.45	1.41
Glaziers	10.87	3.63
HVAC Mechanics (Duct Work)	13.60	1.36
Insulators, Batt	8.00	.50
Ironworkers, Structural	11.19	1.10
Laborers:		
Unskilled	7.89	.99
Mason Tenders, Brick	7.89	.99
Landscape Laborers	7.65	.29
Metal Stud Framers	11.65	.43
Plasterers	12.02	.75
Plumbers (Including HVAC Pipe Work)	11.18	1.29
Power Equipment Operators:		
Backhoes	11.83	1.02
Cranes	14.02	2.45
Pavers	8.00	1.45
Rollers	7.80	1.42
Roofers	11.11	
Sheet Metal Workers (Excluding HVAC Work)	9.03	1.28
Soft Floor Layers	11.92	.56
Sprinkler Fitters	13.54	2.44

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (39 CFR 5.5 (a) (1) (ii).

In the listing above, the “SU” designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicated unions whose rates have been determined to be prevailing.

End of General Decision

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract. and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on

the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices

and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General

Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from Its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA.....	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg.	
6800 Roanoke, VA.....	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties.	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista;	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro;	
WV Pendleton.	
022 Richmond, VA:	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA.....	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA	24.9
VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA	
Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties	27.9
VA Albermarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline;	
VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA	
Greensville; VA Halifax; VA King and Queen; VA King William; VA	
Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA .Mecklenburg; VA	
Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond	
VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA	27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport	
News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC.....	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA	
Suffolk; VA Virginia Beach.	
Non-SMSA Counties	29.7
NC Bertie; NC Camden; NC Chowan; ,NC Gates; NC Hertford;	
NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews;	
VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA	28.0
DC District of Columbia; MD Charles; MD Montgomery MD Prince	
Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William	
VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties	25.2
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke;	
VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA	
Rappahannock; VA Shennandoah; VA Spottsylvania; VA Stafford; VA	

Warren: VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington;VA Bristol.	
Non-SMSA Counties	3.2
TN Greene; TN Johnson; VA Buchanan;VA Dickenson; Va Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland	
019 Baltimore MD:	
Non-SMSA Counties	23.6
MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.	

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON
DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor

A handwritten signature in black ink, appearing to read "E. Irving Manger". The signature is fluid and cursive, with a large, stylized "M" and "G" at the end.

E. Irving Manger, Associate
Administrator
Division of Wage Determinations
Wage and Labor Standards
Administration

SMF010AF-0197

Reissued January 1, 1997

FHWA-1273 Electronic version -- March 10, 1994

**CIVIL RIGHTS DIVISION REQUIREMENTS FOR
LOCALLY ADMINISTERED PROJECTS
(FEDERALLY FUNDED)**

The BIDDER, its agents, employees, assigns or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act, Sections 2.2-4200 through 2.2-4201 of the Code of Virginia, as amended. During the performance of this Agreement, the BIDDER agrees as follows:

- a. The BIDDER will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the BIDDER. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the BIDDER has agreements of over ten thousand dollars.
- b. The BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the BIDDER, state that the BIDDER is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The BIDDER will include the provisions of the foregoing paragraphs "a" and "b" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this section shall be deemed to empower any agency to require any BIDDER to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such BIDDER in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

NON-DISCRIMINATION PROVISION: The BIDDER agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Sections 49 CFR 21 and 26 CFR 710.405(b) are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The BIDDER shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia, as amended, the terms of which are incorporated herein by reference.

In the event of the BIDDER'S noncompliance with the nondiscrimination provisions of this Agreement, the VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) shall impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including but not limited to:

- a. **withholding of payments to the BIDDER under this Contract until the BIDDER complies; and/or**

- b. cancellation, termination or suspension of this Contract, in whole or in part.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Contract, the BIDDER, for itself, its assignees and successors in interest, agrees as follows:

- a. Compliance with Regulations: The BIDDER will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: The BIDDER with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The BIDDER will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontractors: In all solicitations, either by competitive bidding or negotiation made by the BIDDER for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the BIDDER of the BIDDER'S obligations under this Agreement.
- d. Information and Reports: The BIDDER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LOCALITY, the VDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the BIDDER is in the exclusive possession of another who fails or refuses to furnish this information, the BIDDER shall so certify to the LOCALITY, the VDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Incorporation of Provisions: The BIDDER will include the provisions of paragraphs "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The BIDDER will take such action with respect to any subcontractor or procurement as the LOCALITY, the VDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the BIDDER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the BIDDER may request the LOCALITY or the VDOT to enter into such litigation to protect the interests of the VDOT and, in addition, the BIDDER may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Contract, the BIDDER certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The BIDDER further certifies that no employee will be denied access to adequate facilities on the

basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the BIDDER agrees to ensure that all citizens have equally effective communication. The BIDDER agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The BIDDER will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

DISADVANTAGED BUSINESS ENTERPRISES: The BIDDER, its agents, employee, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR, Part 26, as amended, which is hereby made part of this Agreement by reference. The BIDDER shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, as amended, to ensure that DBE's have equal opportunity to compete for and perform on contracts and subcontracts under this Contract.

A Disadvantaged Business Enterprise ("DBE") is a business certified in accordance with the guidelines of 49 CFR, Part 26, as amended, by the United States Department of Transportation designated and approved agency. A listing of certified firms can be located at www.dmb.state.va.us or by contacting the Department of Minority Business Enterprises, 200-202 9th Stree, 11th floor, Richmond, VA 232219 or by calling (804) 786-6585.

RECORD KEEPING

The BIDDER shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the LOCALITY, the VDOT or the FHWA to be pertinent to ascertain compliance with such regulations, orders and requirements.

The VDOT'S Civil Rights Division or Office of Inspector General Auditing Division and FHWA will perform audits as needed to ensure compliance with all Guidelines.

FHWA-1273 Electronic version -- March 10, 1994
Reissued July 9, 2002

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are

segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau

of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the

wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-

347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form

FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project: **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

DISADVANTAGED BUSINESS ENTERPRISES

1. POLICY STATEMENT

The Virginia Department of Transportation is committed to fostering the utilization of Disadvantaged Business Enterprises (DBEs) in all its procurement activities. Accordingly, offerors shall make good-faith efforts to ensure that DBEs have the maximum practicable opportunity to compete for subcontract work in connection with this project. For this project,

the Department has not established a numerical DBE-participation goal.

While the Department has established no numerical DBE participation goals for this project, the offeror is encouraged to faithfully consider DBEs for all subcontracting opportunities pursuant to the Department's policy.

2. **DBE PROGRAM DEFINITIONS**

A. **"Disadvantaged Business Enterprise (DBE)"** is a small business concern owned and controlled by socially and economically disadvantaged individuals.

B. **"Socially and Economically Disadvantaged Individuals"** are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, 15 U.S.C. 637(a).

C. **Disadvantaged Individual**

Defined as a person who is a citizen or lawful permanent resident of the United States and who is:

1. **"Black American,"** which includes persons having origins in any of the Black racial groups of Africa;
2. **"Hispanic American,"** which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. **"Native American,"** which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

4. **"Asian-Pacific American,"** which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, The Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 5. **"Asian-Indian American,"** which includes persons whose origins are from India, Pakistan, and Bangladesh;
 6. **"Women,"** regardless of ethnicity; and
 7. **"Other,"** any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
- D. **"Small Business Concern,"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, 13 CFR, Part 121, Final Rule dated May 25, 1988.
- E. **Owned and Controlled**

Defined as a business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any public owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. **Contractor's Obligation**

- 3.1 During the term of the contract/purchase order, the contractor shall continue to make good faith efforts to ensure that DBEs committed to in the bid have maximum opportunity to successfully perform in the contract. These efforts shall include but not be limited to the following:
 - 3.1.1 Negotiating in good faith to attempt to finalize and execute a subcontract agreement with the DBEs committed to in the Bid.
 - 3.1.2 Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the contractor.
 - 3.1.3 Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting Department approval to substitute for the DBE subcontractor.
 - 3.1.4 As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors and suppliers.
 - 3.1.5 Timely submittal of complete and accurate DBE monthly reports in accordance with Article 3.3 below.
- 3.2 **Substitution of Subcontractors** -- If a contractor requests a substitution of DBE subcontractors or suppliers, the contractor shall exert good faith efforts to replace a DBE subcontractor with another DBE subcontractor, subject to the approval of the Department.
- 3.3 **Contract Compliance Reporting Requirements** -- The contractor shall submit monthly progress reports to the Department, in conformance with the currently approved schedule, reflecting its DBE participation. The **Summary Subcontracts**

Award and Paid Report shall be submitted monthly to comply with this reporting requirement.

- 3.4 Change in Contract Amount -- The dollar amount of change orders, or any other contract modifications that increase or decrease the work area in which DBE's participation has been committed to in the proposal, shall be commensurately added to, or subtracted from, the total contract base figure used to compute actual dollars paid to DBEs. Revised total contract dollar values shall be reflected in the monthly progress report submitted to the Department and referenced in Section 3.3 above.

4. DBE Certification

- 4.1 DBE firms need not be certified as of the bid date, but must be certified prior to contract award.
- 4..2 A current DBE list may be obtained on-line at www.DMBE.state.va.us, or by contacting: Department of Minority Business Enterprise, 200-202 9th Street, 11th Floor, Richmond, Va. 23219 or by calling: (804) 786-8565

BID FORM
Blue Ridge Parkway Visitor Center Exhibit
Detailed Item Pricing Sheet
IFB CP #0743

In compliance with the Invitation to Bid dated December 20, 2006 inviting bids to be received until January 16, 2007, until 3:00 PM (local prevailing time) the undersigned hereby proposes to furnish the plant, labor, materials and equipment and perform all work for the above described project in strict accordance with the Contract Documents, including all addenda thereto, and the Drawings, in consideration of the price/s set for below, and agrees, upon receipt of written notice of an award of the Contract that he will execute the Contract in the form stipulated, in accordance with this bid as accepted, and will furnish to the OWNER a performance bond and a payment bond with good and sufficient surety or sureties, as required by the Contract Documents, at the time the Contract is executed.

1	Item	Entrance - Dimensional letters and three (3) logo plaques	\$
	:	Produce 6" high x 1/2" thick painted dimensional letters that read "BLUE RIDGE PARKWAY VISITOR CENTER" and three (3) 12" x 12" digital prints second surface mounted to non glare acrylic that are attached to a painted MDF plaque. The digital print and MDF plaque are silhouette cut.	
2	Item	Entrance - Rock wall flat panels with digital print contour cut	\$
	:	Fabricate one wall mural mounted on painted MDF panels approx 94" tall x 278" long that runs over a doorway and the mural has an opening of 90" wide x 84" tall.	
3	Item	Option - Entrance - Rock wall 3-dimensional faux rockwork	\$
	:	Optional faux rock treatment near entrance of the exhibit approx 94" tall x 278" long that runs over a doorway and the rockwork has an opening of 90" wide x 84" tall.	
4	Item	Overview - six (6) wall panels with graphics	\$
	:	Fabricate six (6) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " OVERVIEW "	
5	Item	Parkway - four (4) wall panels with graphics	\$
	:	Fabricate four (4) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " PARKWAY "	
6	Item	Parkway - Digital message repeater	\$
	:	Fabricate one (1) wall panel that has a digital print mounted second surface to acrylic on the front and a sound stik that is connected to a digital message repeater. Client to supply audio file to be downloaded on to the equipment	

7	Item	Cultural History - six (6) wall panels with graphics Fabricate six (6) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " CULTURAL HISTORY "	\$
8	Item	Cultural History - Digital message repeater Fabricate one (1) wall panel that has a digital print mounted second surface to acrylic on the front and a sound stik that is connected to a digital message repeater. Client to supply audio file to be downloaded on to the equipment	\$
9	Item	Cultural History - Store Exterior Fabricate one (1) store façade, three (3) panels with clapboard siding that is scenically treated and has a metal roof header. There are two (2) graphic panels mounted to the face of the structure.	\$
10	Item :	Cultural History - Store Interior Fabricate three (3) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel.	\$
11	Item	Natural History - six (6) wall panels with graphics Fabricate six (6) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " NATURAL HISTORY "	\$
12	Item	Natural History - tree cut out One (1) contour cut tree shape made of painted MDF approx 120" tall	\$
13	Item	Natural History - reader rail One (1) 72" long x 12" reader rail that has seven (7) cast resin animal paw prints	\$
14	Item	Crossroads of Cultures - six (6) wall panels with graphics Fabricate six (6) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " PATHWAYS TO RAILWAYS "	\$
15	Item	Crossroads of Cultures - freestanding pedestal with vitrine Fabricate one (1) pedestal with an acrylic vitrine approx 48" x 24"x 30" tall with an 18" tall vitrine made of clear acrylic. Mount client supplied artifacts	\$

16	Item	Two Notches and a Cross - five (5) wall panels with graphics Fabricate five (5) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " TWO NOTCHES AND A CROSS "	\$ <hr/>
17	Item	Two Notches and a Cross - wagon wheel mounted on the panel Purchase and install one (1) wagon wheel on a hub so that it will spin	\$ <hr/>
18	Item	Two Notches and a Cross - freestanding pedestal with vitrine Fabricate one (1) pedestal with an acrylic vitrine approx 48" x 24"x 30" tall with an 18" tall vitrine made of clear acrylic. Budget for wagon model to be included	\$ <hr/>
19	Item	Rollin' on the River - five (5) wall panels with graphics Fabricate five (5) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " ROLLIN" ON THE RIVER "	\$ <hr/>
20	Item	Rollin' on the River - freestanding pedestal with vitrine Fabricate one (1) pedestal with an acrylic vitrine approx 48" x 24"x 30" tall with an 18" tall vitrine made of clear acrylic. Budget for Batteau model to be included	\$ <hr/>
21	Item	The Early Lines - four (4) wall panels with graphics Fabricate four (4) 47" x 94" wall panels with a digital print mounted to sign blank with overlamine attached to the face of the wall panel. There is an vinyl header on the drywall above the panels to read " RAILROAD LINES"	\$ <hr/>
22	Item	The Early Lines - wall mounted vitrine Fabricate one (1) wall mounted vitrine to house a supplied model approx 24" x 30" x 6" deep	\$ <hr/>
23	Item :	Roanoke Region Today - mural One (1) digital print mural applied to sign blank and attached directly to the existing drywall and a vinyl header to read " ROANOKE REGION TODAY"	\$ <hr/>
24	Item	Roanoke Region Today - budget for fence and props Budget for fence and props	\$ <hr/>

25	Item	Map Table Fabricate one (1) 48" wide x 288" long map table that will have a digital print mounted second surface on acrylic, in the center of the table is a contour cut 1/4' acrylic piece to represent the Blue Ridge Parkway. There are graphic rails on the two (2) long sides approx 9" x 162" long each	\$ _____
26	Item	Delivery and Installation Pack, load ship and install exhibit	\$ _____
	Total		\$ _____

Expected Start Date of Project **Date** _____

Expected Completion Date of Project **Date** _____

Total Bid Price **\$** _____

Bid Price in Written Form: _____ **Dollars** _____
Cents

1. Bidder agrees that all unit prices include installation complete.
2. Bidder further agrees that if awarded the Contract, Bidder will commence work, within the (10) calendar days after the receipt of written Notice to Proceed, and that Bidder will complete work within designated and agreed to time frame. Bidder agrees that contract time shall commence on the date of receipt of Notice to Proceed stipulated in the Contract Documents.
3. The Bidder fully understands that if this bid is accepted, failure or refusal to execute the Contract with and furnish to the County of Roanoke the required bonds, within ten (10) consecutive calendar days from receipt of written notice from the Office of Purchasing, the Bid Security shall be forfeited to the County of Roanoke as liquidated damages.
4. The undersigned agrees, if this bid is accepted, to pay as liquidated damages the sum of Two hundred (\$200.00) per day to the County of Roanoke for each consecutive calendar day in excess of the stated item required for substantial completion of the work.

Addenda: Receipt of the following addenda to the Contract Documents is hereby acknowledged:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Registered Virginia Contractor's Number _____

Firm _____

By: _____ Title: _____

Business Mailing Address: _____

Telephone No. _____ Fax No. _____

Federal Tax Identification Number _____

ORDER NO.:
CONTRACT ID. NO.:

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT:

FHWA:

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this _____ day of _____, 20 _____
County (City), STATE

By: _____
(Name of Firm) (Signature) Title (print)
STATE of _____ COUNTY (CITY) of _____
To-wit:

I _____, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day _____
personally appeared before me and made oath that he is duly authorized to make the above statements
and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 _____
My Commission expires _____

Notary Public

OR
UNSWORN DECLARATION

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this _____ day of _____, 20 _____
County (City), STATE

By: _____
(Name of Firm) (Signature) Title (print)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this _____ day of _____, 20____
County (City), STATE

By: _____
(Name of Firm) (Signature) Title (print)

STATE of _____ COUNTY (CITY) of _____

To-wit: _____
I _____, a Notary Public in and for the State and

County(City) aforesaid, hereby certify that this day _____
personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission expires _____

Notary Public

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:

FHWA:

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME

Location of Principal Office

_____	_____
_____	_____

2. I (we) have _____, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)